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5 Attorneys for Substituted Plaintiff
BRE-2, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

12 LPP MORTGAGE LTD., a Texas)
13 limited partnership)
14 Plaintiff,)
15 vs.)
16 ONDYN HERSCHELLE, individually)
17 and as Trustee of the Esther Herschelle)
18 2003 Trust dated November 24, 2003)
19 and the Ondyn Herschelle 2003 Trust)
20 dated November 24, 2003; and)
21 CRANBERRY FINANCIAL, LLC, a)
Delaware limited liability company,)
Defendants.)
CASE NO. 3:13-cv-04330-JSC
[Hon. Jacqueline S. Corley]
**FIFTH SUPPLEMENTAL JOINT
CASE MANAGEMENT
STATEMENT**
Date: June 11, 2015
Time: 1:30 p.m.
Dept.: F

Plaintiff BRE-2, Inc. (“Plaintiff”) and defendant Ondyn Herschelle (“Ondyn”) respectfully submit the following Fifth Supplemental Joint Case Management Conference Statement. Defendant Cranberry Financial, LLC (“Cranberry”) has been defaulted. [Dkt. 30 (Entry of Default against Cranberry)].

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JOINT CASE MANAGEMENT STATEMENT

The parties would respectfully refer the Court to their prior Joint Case Management Statements, which set forth the facts and legal issues in this case, and provide additional information required by the Local Rules. [Dkt. 41, 49, 55, 56 and 58]. Since the last Case Management Conference held on October 2, 2014, the parties attended a mediation on December 15, 2014, which resulted in a tentative settlement. [Dkt. 54]. After some delay, a Forbearance and Modification Agreement (the “Forbearance Agreement”) was entered into effective May 12, 2015.

Pursuant to the Forbearance Agreement, Plaintiff agreed to forbear from exercising its rights and remedies under the applicable Promissory Note and Deed of Trust through June 30, 2015. Plaintiff also agreed to cancel and rescind its non-judicial foreclosure proceedings (which it did). Ondyn agreed to stipulate to a judicial foreclosure if Plaintiff's loan is not paid in full by the end of the forbearance period (*i.e.*, June 30, 2015).

If Ondyn pays the loan in full by the June 30th deadline, then Plaintiff will seek to dismiss this action. If she does not, then Plaintiff will move for a judgment of foreclosure pursuant to the parties' stipulation. In either case, the parties will know in which direction this case is heading within the next 30 days. Therefore, the parties respectfully request that the Court continue the Case Management Conference for not less than 30 days.

DATED: June 3, 2015

TESSER RUTTENBERG & GROSSMAN LLP
BRIAN M. GROSSMAN
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/s/ Brian M. Grossman
Attorneys for Plaintiff
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1 DATED: June 3, 2015

LAW OFFICES OF JASON W. ESTAVILLO
JASON W. ESTAVILLO

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/s/ Jason W. Estavillo

Atorneys for Defendant

ONDYN HERSCHELLE, etc.

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The case management conference is continued to July 16, 2015 at 1:30 p.m., an updated case management statement shall be filed 7 days prior.

Dated: June 5, 2015

